

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. <i>(If applicable)</i>	
6. ISSUED BY		CODE		7. ADMINISTERED BY <i>(If other than Item 6)</i>		CODE	
8. NAME AND ADDRESS OF CONTRACTOR <i>(No., street, county, State and ZIP Code)</i>				(X)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED <i>(SEE ITEM 11)</i>	
						10A. MODIFICATION OF CONTRACT/ORDER NO.	
						10B. DATED <i>(SEE ITEM 11)</i>	
CODE		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

- ☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
- (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: <i>(Specify authority)</i> THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES <i>(such as changes in paying office, appropriation date, etc.)</i> SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER <i>(Specify type of modification and authority)</i>

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER <i>(Type or print)</i>		16A. NAME AND TITLE OF CONTRACTING OFFICER <i>(Type or print)</i>	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
<i>(Signature of person authorized to sign)</i>		<i>(Signature of Contracting Officer)</i>	

Item 14. Continued.

CHANGES TO PRICE PROPOSAL SCHEDULE

1. Price Proposal Schedule: Replace the Price Proposal Schedule, pages 00010-1 through 00010-15, with the accompanying new Price Proposal Schedule bearing the notation " ACCOMPANYING AMENDMENT NO. 0002 TO SOLICITATION NO. W9126G-04-R-0029."

CHANGES TO DOCUMENTS 00 - INTRODUCTORY, BIDDING, AND CONTRACT REQUIREMENTS

2. Replacement Sections - Replace the following sections with the accompanying new sections of the same number and title, each bearing the notation "ACCOMPANYING AMENDMENT NO. 0002 TO SOLICITATION NO. W9126G-04-R-0029:"

Section 00100 INSTRUCTIONS TO OFFERORS LOCAL INSTRUCTIONS
Section 00110 PROPOSAL SUBMISSION REQUIREMENTS

END OF AMENDMENT

PRICE PROPOSAL SCHEDULE
ACCOMPANYING AMENDMENT NO. 0002 TO SOLICITATION NO. W9126G-04-R-0029

INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ)
CONSTRUCTION AND SERVICES CONTRACT FOR INSTALLATION SUPPORT
FOR CORPUS CHRISTI ARMY DEPOT, CORPUS CHRISTI, TEXAS AND MILITARY AND CIVIL PROJECTS
WITHIN THE GEOGRAPHIC BOUNDARIES OF THE U.S. ARMY CORPS OF ENGINEERS DISTRICT,
SOUTHWESTERN DIVISION

NAME OF CONTRACTOR: _____

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
BASE PERIOD					
*****	PROFESSIONAL CATEGORIES: PROVIDE SERVICES IN SUPPORT OF THE IDIQ CONSTRUCTION/ SERVICES CONTRACT ANYWHERE WITHIN SWD				
		*****	*****	*****	*****
0001	PROFESSIONAL LEVEL 1:				
0001AA	MAXIMUM RATE FOR SIMILAR KEY PERSONNEL QUALIFICATIONS AS THOSE LISTED BELOW	1000	HR	\$ _____	\$ _____
0001AB	PROJECT SUPERINTENDENT	1	HR	\$ _____	*****
0001AC	QUALITY CONTROL	1	HR	\$ _____	*****
0001AD	MANAGER	1	HR	\$ _____	*****
0001AE	QUALITY CONTROL OFFICER	1	HR	\$ _____	*****
0001AF	SITE SAFETY OFFICER	1	HR	\$ _____	*****
0001AG	COMPUTER SYSTEM SPECIALIST	1	HR	\$ _____	*****
0001AH	CONTRACT ADMINISTRATOR	1	HR	\$ _____	*****
0001AI	ENGINEERING SUPPORT	1	HR	\$ _____	*****
0002	PROFESSIONAL LEVEL 2:				
0002AA	MAXIMUM RATE FOR SIMILAR KEY PERSONNEL QUALIFICATIONS AS THOSE LISTED BELOW	1000	HR	\$ _____	\$ _____
0002AB	ARCHITECTURAL	1	HR	\$ _____	*****
0002AC	ENGINEERING (ALL DISCIPLINES, INCLUDING CIVIL, STRUCTURAL, MECHANICAL, ELECTRICAL)	1	HR	\$ _____	*****
0002AD	COST ESTIMATOR	1	HR	\$ _____	*****
0002AE	TRAINING	1	HR	\$ _____	*****
0002AF	COMPUTER SCIENTIST	1	HR	\$ _____	*****
0002AG	SAFETY ENGINEER	1	HR	\$ _____	*****
0002AH	INDUSTRIAL HYGIENIST	1	HR	\$ _____	*****
0002AI	BIOLOGIST	1	HR	\$ _____	*****
0002AJ	ENVIRONMENTALIST	1	HR	\$ _____	*****
0002AK	AGRONOMIST	1	HR	\$ _____	*****
0003	PROFESSIONAL LEVEL 3:				
0003AA	MAXIMUM RATE FOR SIMILAR KEY PERSONNEL QUALIFICATIONS AS THOSE LISTED BELOW	1000	HR	\$ _____	\$ _____
0003AB	PROJECT ENGINEER	1	HR	\$ _____	*****
0004	PROFESSIONAL LEVEL 4:				
0004AA	MAXIMUM RATE FOR SIMILAR KEY PERSONNEL QUALIFICATIONS AS THOSE LISTED BELOW	1000	HR	\$ _____	\$ _____
0004AB	PROGRAM MANAGER	1	HR	\$ _____	*****
0004AC	PROJECT MANAGER	1	HR	\$ _____	*****

PRICE PROPOSAL SCHEDULE
ACCOMPANYING AMENDMENT NO. 0002 TO SOLICITATION NO. W9126G-04-R-0029

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
0005	OTHER THAN NORMAL WORKING HOURS: OFFERORS SHALL PERFORM FUNCTIONS CALLED OUT IN ANY TASK ORDER DURING OTHER THAN NORMAL WORKING HOURS. THE WORK REQUIRED TO BE PERFORMED, MULTIPLIED BY THIS PERCENTAGE FACTOR OF		HR	_____ %	
0006	SUBCONTRACTOR AND CONSULTANTS: (ASSIGNED UNDER INDIVIDUAL TASK ORDERS)		EA	*****	*****
0007	MATERIAL AND EQUIPMENT: (ASSIGNED UNDER INDIVIDUAL TASK ORDERS)		EA	*****	*****
****	PERFORMANCE AND PAYMENT BONDS	*****	****	*****	*****
0008	INITIAL BONDING PERFORMANCE BONDS AND PAYMENT BONDS \$ 60,000 (Guar Min)	60	1K	\$ _____	\$ _____
0009	ADDITIONAL BONDING OVER GUARANTEED MINIMUM STATED ABOVE (PER \$1,000.00) TO BE SPECIFIED ON EACH TASK ORDER PERFORMANCE BONDS AND PAYMENT BONDS \$1 Million (Est Capacity)	1,000	1K	\$ _____	\$ _____
0010	DOWNTIME: (ASSIGNED UNDER INDIVIDUAL TASK ORDERS)	1	UH	\$ _____	*****
	TOTAL BASE PERIOD (CLINS 0001-0010)				\$ _____

PRICE PROPOSAL SCHEDULE
ACCOMPANYING AMENDMENT NO. 0002 TO SOLICITATION NO. W9126G-04-R-0029

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
OPTION PERIOD I					
LABOR CATEGORIES: LABOR CATEGORIES IN SUPPORT OF THE IDIQ CONSTRUCTION/SERVICE CONTRACT FOR CORPUS CHRISTI ARMY DEPOT, TEXAS ARE THE SAME AS LISTED UNDER CONSTRUCTION CATEGORIES FOR THE BASE PERIOD.					
1001	PROFESSIONAL LEVEL 1:				
1001AA	MAXIMUM RATE FOR SIMILAR KEY PERSONNEL QUALIFICATIONS AS THOSE LISTED BELOW	1000	HR	\$ _____	\$ _____
1001AB	PROJECT SUPERINTENDENT	1	HR	\$ _____	*****
1001AC	QUALITY CONTROL	1	HR	\$ _____	*****
1001AD	MANAGER	1	HR	\$ _____	*****
1001AE	QUALITY CONTROL OFFICER	1	HR	\$ _____	*****
1001AF	SITE SAFETY OFFICER	1	HR	\$ _____	*****
1001AG	COMPUTER SYSTEM SPECIALIST	1	HR	\$ _____	*****
1001AH	CONTRACT ADMINISTRATOR	1	HR	\$ _____	*****
1001AI	ENGINEERING SUPPORT	1	HR	\$ _____	*****
1002	PROFESSIONAL LEVEL 2:				
1001AA	MAXIMUM RATE FOR SIMILAR KEY PERSONNEL QUALIFICATIONS AS THOSE LISTED BELOW	1000	HR	\$ _____	\$ _____
1002AB	ARCHITECTURAL	1	HR	\$ _____	*****
1002AC	ENGINEERING (ALL DISCIPLINES, INCLUDING CIVIL, STRUCTURAL, MECHANICAL, ELECTRICAL)	1	HR	\$ _____	*****
1002AD	COST ESTIMATOR	1	HR	\$ _____	*****
1002AE	TRAINING	1	HR	\$ _____	*****
1002AF	COMPUTER SCIENTIST	1	HR	\$ _____	*****
1002AG	SAFETY ENGINEER	1	HR	\$ _____	*****
1002AH	INDUSTRIAL HYGIENIST	1	HR	\$ _____	*****
1002AI	BIOLOGIST	1	HR	\$ _____	*****
1002AJ	ENVIRONMENTALIST	1	HR	\$ _____	*****
1002AK	AGRONOMIST	1	HR	\$ _____	*****
1003	PROFESSIONAL LEVEL 3:				
1003AA	MAXIMUM RATE FOR SIMILAR KEY PERSONNEL QUALIFICATIONS AS THOSE LISTED BELOW	1000	HR	\$ _____	\$ _____
1003AB	PROJECT ENGINEER	1	HR	\$ _____	*****
1004	PROFESSIONAL LEVEL 4:				
1001AA	MAXIMUM RATE FOR SIMILAR KEY PERSONNEL QUALIFICATIONS AS THOSE LISTED BELOW	1000	HR	\$ _____	\$ _____
1004AB	PROJECT MANAGER	1	HR	\$ _____	*****

PRICE PROPOSAL SCHEDULE
ACCOMPANYING AMENDMENT NO. 0002 TO SOLICITATION NO. W9126G-04-R-0029

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
OPTION PERIOD I (Cont'd)					
1005	OTHER THAN NORMAL WORKING HOURS: OFFERORS SHALL PERFORM FUNCTIONS CALLED OUT IN ANY TASK ORDER DURING OTHER THAN NORMAL WORKING HOURS. THE WORK REQUIRED TO BE PERFORMED, MULTIPLIED BY THIS PERCENTAGE FACTOR OF		HR	_____ %	
1006	SUBCONTRACTOR AND CONSULTANTS: (ASSIGNED UNDER INDIVIDUAL TASK ORDERS)		EA	*****	*****
1007	MATERIAL AND EQUIPMENT: (ASSIGNED UNDER INDIVIDUAL TASK ORDERS)		EA	*****	*****
****	PERFORMANCE AND PAYMENT BONDS	*****	****	*****	*****
1008	INITIAL BONDING PERFORMANCE BONDS AND PAYMENT BONDS \$ 60,000 (Guar Min)	60	1K	\$ _____	\$ _____
1009	ADDITIONAL BONDING OVER GUARANTEED MINIMUM STATED ABOVE (PER \$1,000.00) TO BE SPECIFIED ON EACH TASK ORDER PERFORMANCE BONDS AND PAYMENT BONDS \$1 Million (Est Capacity)	1,000	1K	\$ _____	\$ _____
1010	DOWNTIME: (ASSIGNED UNDER INDIVIDUAL TASK ORDERS)	1	UH	\$ _____	*****
TOTAL OPTION PERIOD I (CLINS 1001-1010)					\$ _____

PRICE PROPOSAL SCHEDULE
ACCOMPANYING AMENDMENT NO. 0002 TO SOLICITATION NO. W9126G-04-R-0029

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
OPTION PERIOD II					
LABOR CATEGORIES: LABOR CATEGORIES IN SUPPORT OF THE IDIQ CONSTRUCTION/SERVICE CONTRACT FOR CORPUS CHRISTI ARMY DEPOT, TEXAS ARE THE SAME AS LISTED UNDER CONSTRUCTION CATEGORIES FOR THE BASE PERIOD.					
2001	PROFESSIONAL LEVEL 1:				
2001AA	MAXIMUM RATE FOR SIMILAR KEY PERSONNEL QUALIFICATIONS AS THOSE LISTED BELOW	[AM#2] 1000 7000	HR	\$ _____	\$ _____
2001AB	PROJECT SUPERINTENDENT	1	HR	\$ _____	*****
2001AC	QUALITY CONTROL	1	HR	\$ _____	*****
2001AD	MANAGER	1	HR	\$ _____	*****
2001AE	QUALITY CONTROL OFFICER	1	HR	\$ _____	*****
2001AF	SITE SAFETY OFFICER	1	HR	\$ _____	*****
2001AG	COMPUTER SYSTEM SPECIALIST	1	HR	\$ _____	*****
2001AH	CONTRACT ADMINISTRATOR	1	HR	\$ _____	*****
2001AI	ENGINEERING SUPPORT	1	HR	\$ _____	*****
2002	PROFESSIONAL LEVEL 2:				
2002AA	MAXIMUM RATE FOR SIMILAR KEY PERSONNEL QUALIFICATIONS AS THOSE LISTED BELOW	1000	HR	\$ _____	\$ _____
2002AB	ARCHITECTURAL	1	HR	\$ _____	*****
2002AC	ENGINEERING (ALL DISCIPLINES, INCLUDING CIVIL, STRUCTURAL, MECHANICAL, ELECTRICAL)	1	HR	\$ _____	*****
2002AD	COST ESTIMATOR	1	HR	\$ _____	*****
2002AE	TRAINING	1	HR	\$ _____	*****
2002AF	COMPUTER SCIENTIST	1	HR	\$ _____	*****
2002AG	SAFETY ENGINEER	1	HR	\$ _____	*****
2002AH	INDUSTRIAL HYGIENIST	1	HR	\$ _____	*****
2002AI	BIOLOGIST	1	HR	\$ _____	*****
2002AJ	ENVIRONMENTALIST	1	HR	\$ _____	*****
2002AK	AGRONOMIST	1	HR	\$ _____	*****
2003	PROFESSIONAL LEVEL 3:				
2003AA	MAXIMUM RATE FOR SIMILAR KEY PERSONNEL QUALIFICATIONS AS THOSE LISTED BELOW	1000	HR	\$ _____	\$ _____
2003AB	PROJECT ENGINEER	1	HR	\$ _____	*****
2004	PROFESSIONAL LEVEL 4:				
2004AA	MAXIMUM RATE FOR SIMILAR KEY PERSONNEL QUALIFICATIONS AS THOSE LISTED BELOW	1000	HR	\$ _____	\$ _____
2004AB	PROGRAM MANAGER	1	HR	\$ _____	*****
2004AC	PROJECT MANAGER	1	HR	\$ _____	*****

PRICE PROPOSAL SCHEDULE
ACCOMPANYING AMENDMENT NO. 0002 TO SOLICITATION NO. W9126G-04-R-0029

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
OPTION PERIOD II (Cont'd)					
2005	OTHER THAN NORMAL WORKING HOURS:				
	OFFERORS SHALL PERFORM FUNCTIONS CALLED OUT IN ANY TASK ORDER DURING OTHER THAN NORMAL WORKING HOURS. THE WORK REQUIRED TO BE PERFORMED, MULTIPLIED BY THIS PERCENTAGE FACTOR OF		HR	_____ %	
2006	SUBCONTRACTOR AND CONSULTANTS: (ASSIGNED UNDER INDIVIDUAL TASK ORDERS)		EA	*****	*****
2007	MATERIAL AND EQUIPMENT: (ASSIGNED UNDER INDIVIDUAL TASK ORDERS)		EA	*****	*****
****	PERFORMANCE AND PAYMENT BONDS	*****	****	*****	*****
2008	INITIAL BONDING PERFORMANCE BONDS AND PAYMENT BONDS \$ 60,000 (Guar Min)	60	1K	\$ _____	\$ _____
2009	ADDITIONAL BONDING OVER GUARANTEED MINIMUM STATED ABOVE (PER \$1,000.00) TO BE SPECIFIED ON EACH TASK ORDER				
	PERFORMANCE BONDS AND PAYMENT BONDS \$1 Million (Est Capacity)	1,000	1K	\$ _____	\$ _____
2010	DOWNTIME: (ASSIGNED UNDER INDIVIDUAL TASK ORDERS)	1	UH	\$ _____	*****
TOTAL OPTION PERIOD II (CLINS 2001-2010)					\$ _____

PRICE PROPOSAL SCHEDULE
ACCOMPANYING AMENDMENT NO. 0002 TO SOLICITATION NO. W9126G-04-R-0029

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
OPTION PERIOD III					
LABOR CATEGORIES: LABOR CATEGORIES IN SUPPORT OF THE IDIQ CONSTRUCTION/SERVICE CONTRACT FOR CORPUS CHRISTI ARMY DEPOT, TEXAS ARE THE SAME AS LISTED UNDER CONSTRUCTION CATEGORIES FOR THE BASE PERIOD.					
3001	PROFESSIONAL LEVEL 1:				
3001AA	MAXIMUM RATE FOR SIMILAR KEY PERSONNEL QUALIFICATIONS AS THOSE LISTED BELOW	1000	HR	\$ _____	\$ _____
3001AB	PROJECT SUPERINTENDENT	1	HR	\$ _____	*****
3001AC	QUALITY CONTROL	1	HR	\$ _____	*****
3001AD	MANAGER	1	HR	\$ _____	*****
3001AE	QUALITY CONTROL OFFICER	1	HR	\$ _____	*****
3001AF	SITE SAFETY OFFICER	1	HR	\$ _____	*****
3001AG	COMPUTER SYSTEM SPECIALIST	1	HR	\$ _____	*****
3001AH	CONTRACT ADMINISTRATOR	1	HR	\$ _____	*****
3001AI	ENGINEERING SUPPORT	1	HR	\$ _____	*****
3002	PROFESSIONAL LEVEL 2:				
3002AA	MAXIMUM RATE FOR SIMILAR KEY PERSONNEL QUALIFICATIONS AS THOSE LISTED BELOW	1000	HR	\$ _____	\$ _____
3002AB	ARCHITECTURAL	1	HR	\$ _____	*****
3002AC	ENGINEERING (DESIGN DISCIPLINES, INCLUDING CIVIL, STRUCTURAL, MECHANICAL, ELECTRICAL)	1	HR	\$ _____	*****
3002AD	COST ESTIMATOR	1	HR	\$ _____	*****
3002AE	TRAINING	1	HR	\$ _____	*****
3002AF	COMPUTER SCIENTIST	1	HR	\$ _____	*****
3002AG	SAFETY ENGINEER	1	HR	\$ _____	*****
3002AH	INDUSTRIAL HYGIENIST	1	HR	\$ _____	*****
3002AI	BIOLOGIST	1	HR	\$ _____	*****
3002AJ	ENVIRONMENTALIST	1	HR	\$ _____	*****
3002AK	AGRONOMIST	1	HR	\$ _____	*****
3003	PROFESSIONAL LEVEL 3:				
3003AA	MAXIMUM RATE FOR SIMILAR KEY PERSONNEL QUALIFICATIONS AS THOSE LISTED BELOW	1000	HR	\$ _____	\$ _____
3003AB	PROJECT ENGINEER	1	HR	\$ _____	*****
3004	PROFESSIONAL LEVEL 4:				
3004AA	MAXIMUM RATE FOR SIMILAR KEY PERSONNEL QUALIFICATIONS AS THOSE LISTED BELOW	1000	HR	\$ _____	\$ _____
3004AB	PROGRAM MANAGER	1	HR	\$ _____	*****
3004AC	PROJECT MANAGER	1	HR	\$ _____	*****

PRICE PROPOSAL SCHEDULE
ACCOMPANYING AMENDMENT NO. 0002 TO SOLICITATION NO. W9126G-04-R-0029

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
OPTION PERIOD III (Cont'd)					
3005	OTHER THAN NORMAL WORKING HOURS: OFFERORS SHALL PERFORM FUNCTIONS CALLED OUT IN ANY TASK ORDER DURING OTHER THAN NORMAL WORKING HOURS. THE WORK REQUIRED TO BE PERFORMED, MULTIPLIED BY THIS PERCENTAGE FACTOR OF		HR	_____ %	
3006	SUBCONTRACTOR AND CONSULTANTS: (ASSIGNED UNDER INDIVIDUAL TASK ORDERS)		EA	*****	*****
3007	MATERIAL AND EQUIPMENT: (ASSIGNED UNDER INDIVIDUAL TASK ORDERS)		EA	*****	*****
****	PERFORMANCE AND PAYMENT BONDS	*****	****	*****	*****
3008	INITIAL BONDING PERFORMANCE BONDS AND PAYMENT BONDS \$ 60,000 (Guar Min)	60	1K	\$ _____	\$ _____
3009	ADDITIONAL BONDING OVER GUARANTEED MINIMUM STATED ABOVE (PER \$1,000.00) TO BE SPECIFIED ON EACH TASK ORDER PERFORMANCE BONDS AND PAYMENT BONDS \$1 Million (Est Capacity)	1,000	1K	\$ _____	\$ _____
3010	DOWNTIME: (ASSIGNED UNDER INDIVIDUAL TASK ORDERS)	1	UH	\$ _____	*****
TOTAL OPTION PERIOD III (CLINS 3001-3010)					\$ _____

PRICE PROPOSAL SCHEDULE
ACCOMPANYING AMENDMENT NO. 0002 TO SOLICITATION NO. W9126G-04-R-0029

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
OPTION PERIOD IV					
LABOR CATEGORIES: LABOR CATEGORIES IN SUPPORT OF THE IDIQ CONSTRUCTION/SERVICE CONTRACT FOR CORPUS CHRISTI ARMY DEPOT, TEXAS ARE THE SAME AS LISTED UNDER CONSTRUCTION CATEGORIES FOR THE BASE PERIOD.					
4001	PROFESSIONAL LEVEL 1:				
4001AA	MAXIMUM RATE FOR SIMILAR KEY PERSONNEL QUALIFICATIONS AS THOSE LISTED BELOW	1000	HR	\$ _____	\$ _____
4001AB	PROJECT SUPERINTENDENT	1	HR	\$ _____	*****
4001AC	QUALITY CONTROL	1	HR	\$ _____	*****
4001AD	MANAGER	1	HR	\$ _____	*****
4001AE	QUALITY CONTROL OFFICER	1	HR	\$ _____	*****
4001AF	SITE SAFETY OFFICER	1	HR	\$ _____	*****
4001AG	COMPUTER SYSTEM SPECIALIST	1	HR	\$ _____	*****
4001AH	CONTRACT ADMINISTRATOR	1	HR	\$ _____	*****
4001AI	ENGINEERING SUPPORT	1	HR	\$ _____	*****
4002	PROFESSIONAL LEVEL 2:				
4002AA	MAXIMUM RATE FOR SIMILAR KEY PERSONNEL QUALIFICATIONS AS THOSE LISTED BELOW	1000	HR	\$ _____	\$ _____
4002AB	ARCHITECTURAL	1	HR	\$ _____	*****
4002AC	ENGINEERING (DESIGN DISCIPLINES, INCLUDING CIVIL, STRUCTURAL, MECHANICAL, ELECTRICAL)	1	HR	\$ _____	*****
4002AD	COST ESTIMATOR	1	HR	\$ _____	*****
4002AE	TRAINING	1	HR	\$ _____	*****
4002AF	COMPUTER SCIENTIST	1	HR	\$ _____	*****
4002AG	SAFETY ENGINEER	1	HR	\$ _____	*****
4002AH	INDUSTRIAL HYGIENIST	1	HR	\$ _____	*****
4002AI	BIOLOGIST	1	HR	\$ _____	*****
4002AJ	ENVIRONMENTALIST	1	HR	\$ _____	*****
4002AK	AGRONOMIST	1	HR	\$ _____	*****
4003	PROFESSIONAL LEVEL 3:				
4003AA	MAXIMUM RATE FOR SIMILAR KEY PERSONNEL QUALIFICATIONS AS THOSE LISTED BELOW	1000	HR	\$ _____	\$ _____
4003AB	PROJECT ENGINEER	1	HR	\$ _____	*****
4004	PROFESSIONAL LEVEL 4:				
4004AA	MAXIMUM RATE FOR SIMILAR KEY PERSONNEL QUALIFICATIONS AS THOSE LISTED BELOW	1000	HR	\$ _____	\$ _____
4004AB	PROGRAM MANAGER	1	HR	\$ _____	*****
4004AC	PROJECT MANAGER	1	HR	\$ _____	*****

PRICE PROPOSAL SCHEDULE
ACCOMPANYING AMENDMENT NO. 0002 TO SOLICITATION NO. W9126G-04-R-0029

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
OPTION PERIOD IV (Cont'd)					
4005	OTHER THAN NORMAL WORKING HOURS: OFFERORS SHALL PERFORM FUNCTIONS CALLED OUT IN ANY TASK ORDER DURING OTHER THAN NORMAL WORKING HOURS. THE WORK REQUIRED TO BE PERFORMED, MULTIPLIED BY THIS PERCENTAGE FACTOR OF		HR	_____ %	
4006	SUBCONTRACTOR AND CONSULTANTS: (ASSIGNED UNDER INDIVIDUAL TASK ORDERS)		EA	*****	*****
4007	MATERIAL AND EQUIPMENT: (ASSIGNED UNDER INDIVIDUAL TASK ORDERS)		EA	*****	*****
****	PERFORMANCE AND PAYMENT BONDS	*****	****	*****	*****
4008	INITIAL BONDING PERFORMANCE BONDS AND PAYMENT BONDS \$ 60,000 (Guar Min)	60	1K	\$ _____	\$ _____
4009	ADDITIONAL BONDING OVER GUARANTEED MINIMUM STATED ABOVE (PER \$1,000.00) TO BE SPECIFIED ON EACH TASK ORDER PERFORMANCE BONDS AND PAYMENT BONDS \$1 Million (Est Capacity)	1,000	1K	\$ _____	\$ _____
4010	DOWNTIME: (ASSIGNED UNDER INDIVIDUAL TASK ORDERS)	1	UH	\$ _____	*****
TOTAL OPTION PERIOD IV (CLINS 4001-4010)					\$ _____
GRAND TOTAL BASE PERIOD					
AND ALL OPTION PERIODS					\$ _____

INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ)
CONSTRUCTION AND SERVICES CONTRACT FOR INSTALLATION SUPPORT
FOR CORPUS CHRISTI ARMY DEPOT, CORPUS CHRISTI, TEXAS AND MILITARY AND CIVIL PROJECTS
WITHIN THE GEOGRAPHIC BOUNDARIES OF THE U.S. ARMY CORPS OF ENGINEERS DISTRICT,
SOUTHWESTERN DIVISION

PRICE PROPOSAL SCHEDULE
ACCOMPANYING AMENDMENT NO. 0002 TO SOLICITATION NO. W9126G-04-R-0029

NOTES:

1. Contract(s) awarded pursuant to this request for proposal (RFP) are hybrid contract(s). The intent will be to award for design-build construction, construction, and remediation of real property, to include (but not limited to) planning, designing and/or constructing new and/or renovated facilities for real property for military construction. All work will be awarded on a firm-fixed price basis.

2. The labor categories rates reflected in the Price Proposal schedule are the prime contractor's rates to be used in preparing proposals/**Price Proposals** for task order request for proposals. **The rates will be evaluated as part of the base award selection process for reasonableness and realism base labor rate comparisons to rates published at various Internet sites, such as <http://www.salary.com>. After award, the accepted professional labor rates shall be used by the Contractor to price professional labor, based on the task order requirements. As such, the accepted Price Proposal schedule will be incorporated into the contract at the time of contract award and will be applicable to task order pricing for professional labor. The listing of professional labor included in the awarded Price Proposal schedule is not all inclusive of the key personnel requirements annotated under the Work Statement or that may be required by the task order solicitation. All rates proposed and/or awarded on the resultant contract shall be considered maximum amounts, and shall be subject to negotiated reductions (on the contract and/or individual task order(s)) as circumstances so justify. Negotiated reductions shall be approved by the Contracting Officer. For proposals on individual task orders, the Contractor is encouraged to offer labor rates that are commensurate with the complexity, risk, etc., of the task to be performed.**

The Professional Levels listed on the Price Proposal schedule are related to the key personnel qualifications listed in the Work Statement. As annotated above, the listing of professional labor included in the Price Proposal schedule is not all inclusive of the key personnel requirements annotated under the Work Statement or that may be required by a task order solicitation.

The **MAXIMUM RATE FOR SIMILAR KEY PERSONNEL QUALIFICATIONS** shall consider all key personnel qualifications/experience requirements as annotated under the Work Statement. The individual rates per professional category, shall not exceed the maximum rate for that category.

3. FIXED-PRICE TASK ORDERS: Payment will be made pursuant to FAR 52.232-5, "PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS." Partial payments are authorized based on agreement by the Contractor and the Government of the percentage of work completed.

4. LABOR: All labor rates offered in the Price Proposal schedule shall be **fully burdened**, including but not limited to the following:

- a. Wages
- b. Overhead and General & Administrative (G&A)
- c. Profit
- d. Contract requirements (i.e., Subcontracting Plan management, Quality Control Plan, Safety and Health Plan, Environmental Plan, Pre-construction Conference)
- e. Risk of lower than expected contract dollar volume
- f. Risk of poor subcontractor performance and re-performance
- g. Other risks associated with doing business with the Government
- h. Mobilization and demobilization cost to the Contractor's organization (associated with the task order.)

Labor rates shall be firm and shall not be subject to any escalation during the performance period, except as allowed by the contract. **The labor rate in effect at the time a task order is awarded will remain in effect through completion of the task.** Qualification standards for labor categories are set forth in the contract Work Statement.

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5. APPLICATION OF THE SERVICE CONTRACT ACT (SCA) AND DAVIS-BACON ACT (DBA)

PROVISIONS: When task orders are issued, they will be categorized as either service or construction. If the task order is for services, the service clauses and provisions, including the wage decision for the appropriate area of work, will apply. If the task order is for construction, the construction clauses and provisions will apply. The appropriate Service Contract Act (SCA) (services) wage rates and/or Davis-Bacon (construction) wage rates will be provided under the task order solicitation, and will be applicable though close out of the task order. SCA and DBA wage rates do not apply to the four (4) professional level wage classifications.

6. Although contract line item numbers (CLINS) show an estimated quantity, the actual quantity will be on an "as required" basis. The quantities specified in the Price Proposal Schedule are estimates for the purpose of evaluation only (to keep Offerors on equal footing during the solicitation phase of the base contract award) and are not purchased by the award of any contract(s).

7. OBLIGATION OF FUNDS: This is an IDIQ contract; therefore, the Guaranteed Minimum amount for the Base Period is \$60,000. No minimum guarantee will be applicable to any option period under this contract. After the contract is awarded, the accounting and appropriation data will be sited and funds will be obligated on each subsequent task order issued against the contract.

8. ITMRA PROCUREMENT AUTHORITY: This action is not being conducted under the Information Technology Management Reform Act (ITMRA) of 1996. However, any task orders and modifications requiring Information Technology (IT) resources will be conducted in accordance with the ITMRA .

9. ARITHMETIC DISCREPANCIES: (1989 JUL)

a. For the purpose of the initial evaluation of proposals, the following will be utilized in resolving arithmetic discrepancies found on the face of the Price Proposals schedule as submitted by offerors:

- (1) Obviously misplaced decimal points will be corrected;
- (2) Discrepancy between unit price and extended price, the unit price will govern;
- (3) Apparent errors in extension of unit prices will be corrected;
- (4) Apparent errors in addition of lump-sum and extended prices will be corrected.

b. For the purposes of offer evaluation, the Government will proceed on the assumption that the offeror intends his offer to be evaluated on the basis of the unit prices, the totals arrived at by the resolution of arithmetic discrepancies as provided above and the offer will be so reflected on the abstract of offers.

c. These correction procedures shall not be used to resolve any ambiguity concerning which Price Proposal low.

10. If a modification is submitted which provides for a lump sum adjustment to the total estimated cost for an offer based on unit prices, the application of the lump sum adjustment to each unit price in the Price Proposal schedule must be stated. If it is not stated, the offeror agrees that the lump sum adjustment shall be applied on a pro rata basis to every unit price in the Price Proposal schedule.

11. Offerors must submit an offer on all line items for the base period, as applicable, and all option periods (**Option Year 1 through Option Year 4**), as applicable. Pricing for CLINS 0006 for the base period and each option period will be determined on a Task Order basis, using the Price Proposal schedule developed under the task order solicitation.

12. OPTIONS: The Government reserves the right to exercise the option periods in the following ways:

- a. An option may be exercised during the twelve (12) month contract period.
- b. If the estimated maximum dollar amount per period is reached sooner than the contract period has ended, then an option may be exercised.
- c. The Base period and all options shall not exceed 60 months, or \$10,000,000.00 (all contracts combined) -- whichever comes first.

It should be noted that if the estimated maximum base period or option period contract amount is reached before the completion of the base period and/or option period, the Government reserves the right to exceed the estimated maximum base period and/or option period amount. However, the Government will not

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exceed the total contract not-to-exceed amount. (See Section 00800, CONTRACT VALUE.)

13. OTHER TAN NORMAL WORKING HOURS. It is estimated that five percent (5%) of the estimated maximum dollar amount of this contract will be accomplished during other than normal working hours.

14. The Prime Contractor's general & administrative, overhead, and profit for CLINS 0006, 1006, 2006, 3006, and 4006 (SUBCONTRACTOR & CONSULTANTS) and CLINS 0007, 1007, 2007, 3007, and 4007 (materials and equipment) WILL BE NEGOTIATED FOR EACH TASK ORDER AS ALLOWED BY Federal Acquisition Regulations (FAR). The Prime Contractor shall get at least three (3) competitive quotes on all subcontractors, materials and equipment. Lowest quote shall be selected for the Contractor's proposal on the task order.

15. DOWNTIME. Downtime (CLINS 0010, 1010, 2010, 3010, and 4010) shall be defined as delays in excess of one (1) hour at a given period, caused by the Government through no fault of the contractor.

a. Measurement:

- (1) Downtime will be measure by the unit time-of-the-clock hour which will include all contractor and subcontractor (at any tier) work forces scheduled for , or working during the hours.
- (2) No delays less than one (1) hour in duration at any given period will be measure nor considered for downtime, nor will delays of less than one (1) hour be cumulative over several time periods.
- (2) Downtime will not be measured/considered for delays before or after contract work schedule hours as defined in the considered down time.
- (3) No time after 10 minutes from the time that contractor is notified that he can resume work after a stoppage will be considered downtime.

b. PAYMENT: Payment for downtime will be made at the contract unit price for downtime as shown on the bid schedule in accordance with Section 00700, PAYMENTS UNDER FIXEDPRICE CONSTRUCTION CONTRACTS.

16. FIRM-FIXED PRICE TASK ORDERS: CLINS 0001 thru 0004 (Professional Level 1 thru 4), including the sub-CLINS (for the base and each option period), apply to Prime Contractor ONLY. Professional Levels 1 thru 4 shall include fully burdened costs (Payroll Taxes, Insurance, OH, G&A, and Profit).

17. TIME AND MATERIAL ACTIONS: CLINS 0001 THRU 004, including the sub-CLINS (for the base and each option period, apply to Prime Contractor ONLY. (See Section 00800, TIME AND MATERIAL ACTIONS).

18. CLARIFICATION AND COMMENTS PERTAINING TO THE SCHEDULE: Contract Line Item Numbers (CLINS) in the Price Proposal Schedule are subject to the following clarifications:

<u>EXAMPLE ITEM NO.</u>	<u>UNIT</u>	<u>CLARIFICATION</u>
0001	HR	COSTS PER HOUR, AS OUTLINED SECTION 00010, "LABOR RATES"
0005	EA	COST OF EACH ACTION NEGOTIATED ON A TASK ORDER
<u>0009</u>	1K	COST OF ADDITIONAL BONDING, PER \$1,000.00, TO BE ISSUED ON INDIVIDUAL TASK ORDERS

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19. THE FOLLOWING ITEMS MAY BE APPLICABLE TO A TASK ORDER SOLICITATION (IF INCLUDED UNDER THE TASK ORDER SOLICITATION PRICE PROPOSAL SCHEDULE):

- a. BUILDING CONSTRUCTION AND ALL WORK WITHIN THE 1524 MM (5 FEET) OF THE BUILDING(S), EXCEPT FOR WORK LISTED SEPARATELY: Cost will be based on the task order solicitation plans, specifications and drawings.
- b. EXTERIOR CONSTRUCTION AND ALL WORK OUTSIDE THE 1524 MM (5 FEET) LINE OF ANY BUILDING(S), EXCEPT FOR WORK LISTED SEPARATELY: Costs will be based on the task order solicitation plans, specifications, and drawings.
- c. OPERATION AND MAINTENANCE (O&M) MANUALS AND TRAINING: Costs will be based on the task order solicitation plans, specifications, and drawings.
- d. WARRANTY REQUIREMENTS (SEE SECTION 00800, AND THE CONTRACT WORK STATEMENT): The monetary value for warranty work, which will be retained by the Government during the warranty period as set forth in the contract, is established at 1 percent of the amount awarded for the task order. This is the amount the Government will charge to or withhold from the Contractor to ensure that the contractor performs the construction warranty within the timeframes specified under the contract work statement, and Section 00800, Special Contracting Conditions. The Government's award of this line item does not entitle the Contractor to any additional compensation. See Contract Specification Section 01770 CONTRACT CLOSEOUT, paragraph "Contractor's Response to Construction Warranty Service Requirements."
- e. FINAL RECORD (AS-BUILT) DRAWINGS: Costs shall be based on the task order solicitation specifications and drawings (as applicable).
- f. MATERIAL HANDLING CHARGE is the overhead, General and Administrative Rate, profit, and any other costs specifically associated with the handling of materials (cost of materials as shown separately on each Task Order solicitation). All material handling costs shall only be shown under CLIN **0007**, as applicable under the task order solicitation, and shall not be included with any other CLIN on the Price Proposal Schedule. The handling charge (cost) shall be shown as a percentage of the total cost of materials and listed on the individual Task Order. No other overhead, G&A and profit will be paid for materials and equipment.
- g. **BONDING (Overhead and Profit shall not be applied to bond costs):**

Unless requested by the Contractor in accordance with FAR 52.232-5(g) (Section 00700, CONTRACT CLAUSES), the premiums paid for performance and payment bonds associated with the contract award will be reimbursed on a task order basis based on the value of the task order in accordance with the per unit price established in the Price Proposal schedule. The Contractor shall submit a line item Price Proposal price to reflect costs for bonding per \$1,000.00. The Price Proposal item shall be applied and listed separately on each task order when issued, based on the cost of the construction services.

The premiums paid for performance and payment bonds will not exceed the amount established in the Price Proposal schedule. Upon verification of the bonding premiums as annotated on Standard Form 25 and 25A, the Government may modify the contract to reflect a decrease in the amount Price Proposal. The Economic Price Adjustment Factor for Option Years will not be applied to the Price Proposal item for bonding.
- h. **TRAVEL COSTS:** The Prime Contract's cost for travel may be negotiated for each task order as allowed by Federal Acquisition Regulations (FAR) 31.205-46 Travel costs. The Federal

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Travel Regulation will be used for travel in the conterminous 48 United States. Travel costs are allocable expenses for transportation, lodging, meals, and incidental expenses associated with official Government business as allowed by FAR 31.205-46. (Federal Travel Regulation web site is <http://www.policyworks.gov/org/main/mt/homepage/mtt/ftr/ftrhp.shtml>. Joint Travel Regulation web site is <http://www.dtic.mil/perdiem/trvlregs.html>, then click on JTR – VOL 2 DOD CIVILIANS, then Acrobat PDF File.)

20. EVALUATION OF OPTIONS

a. Cost and price evaluation of proposals, for the purpose of contract award, will be based upon the Base Period (ALL CLINS) and Professional Categories Line Items for each Option Period (including the documentation provided to support the prices proposed).

21 ABBREVIATIONS: For the purpose of this Contract, the units of measure are represented as follows:

- a. CF (cubic feet)
- b. CY (cubic yards)
- c. EA (each)
- d. GAL (gallons)
- e. L (liters)
- f. HR (hour)
- g. INCH, IN (inches)
- h. LF (length in linear feet)
- i. LM (length in linear meters)
- j. LS (lump sum)
- k. MM (millimeters)
- l. SF (square feet)
- m. T.O. (Task Order)
- n. UH (unit hour)

END OF SECTION 00010

SECTION 00100
Instructions to Offerors

LOCAL INSTRUCTIONS

PROJECT INFORMATION

- a. For technical information regarding plans and specifications contact Fort Worth District Office, Corps of Engineers, Fort Worth, Texas, telephone, 817/886-1052, Barbara Zimmer.
- b. For information regarding bidding procedures or bonds, contact Barbara Zimmer via telephone 817/886-1052; via email Barbara.J.Zimmer@swf02.usace.army.mil; or visit Room 2A19, 819 Taylor Street, Fort Worth, Texas. Collect calls not accepted.
- c. Offers will NOT be publicly opened. Information concerning the status of the evaluation and/or award will NOT be available after receipt of proposals.

GENERAL NOTICES

- a. In the technical specifications wherever the term "stabilized aggregate base course" is used, or wherever a reference is made to a section entitled "Stabilized Aggregate Base Course," it shall be deemed to mean "Aggregate Base Course."
- b. Offerors must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in Offers is prescribed in 18 USC 1001. (FAR 52.214-4)
- c. The Affirmative Action Requirement of the Equal Opportunity Clause may apply to any contract resulting from this RFP.

FACSIMILE OFFERS

For the purposes of this solicitation, Facsimile Offers for Original submission of proposals are NOT authorized. If during the course of the evaluation phase it is determined by the Contracting Officer to allow submission of facsimile documents, these specific documents will be identified at that time.

In the event that facsimile documents will be allowed, a fax number will be provided.

This facsimile number will be available for use by all bidders and offerors on a "first come, first served" basis and is, therefore, subject to heavy use for long periods of time. Accordingly, bidders/offerors are cautioned that "last minute" bids/offers may be received late due to heavy message traffic. The government assumes no responsibility for such late bids/offers.

BID GUARANTEE

Reference the provision 52.228-1, Bid Guarantee. **Facsimile Bonds are not acceptable.**

OFFEROR'S QUALIFICATIONS

Pursuant to FAR 9.1, as an evaluation criteria, the offeror will be requested by the Government to submit a statement regarding his previous experience in performing comparable work, his business and technical organization, financial resources, and plant available to be used in performing the work.

NOTICE REGARDING POTENTIAL EMPLOYMENT ON MILITARY INSTALLATION

If the work called for by this request for proposal is located on a military installation, offerors should check with post/base security to determine if potential employees will be allowed on the base/post to seek employment.

AMENDMENTS TO THIS REQUEST FOR PROPOSALS (RFP)

All amendments to this RFP will be made through the use of the Internet. No additional media (CD ROMS, Floppy Disks, Faxes, or paper) will be provided unless the Government determines that it is necessary. Contractors may view/download this solicitation and all amendments from the Internet after solicitation issuance at the following Internet address: <https://ebs.swf02.usace.army.mil/ebs/AdvertisedSolicitations.asp>. All offerors are required to check the Ft. Worth District Contracting Division website daily to be notified of any changes to this solicitation.

ESTIMATED CONSTRUCTION COST

The estimated cost of the proposed construction is between \$1,000,000 and \$10,000 000 (FAR 36.204 Disclosure of the Magnitude of Construction Projects).

SPECIAL NOTICE CONCERNING INDIVIDUAL SURETIES

The Security interest, including pledged assets as set forth in the FAR 52.228-11, PLEDGES OF ASSETS, and executed Standard Form 28 entitled "AFFIDAVIT OF INDIVIDUAL SURETY" shall be furnished with the bond. Failure to provide with the bid bond a pledge of assets (security interest) in accordance with FAR 28.203-1 will result in rejection of a bid that is bonded by individual sureties.

PARTNERING

In order to accomplish this contract, the government is encouraging the formation of a cohesive partnership with the contractor and its subcontractors. This partnership would strive to draw on the strengths of each organization in an effort to achieve a quality project done right the first time, within budget, and on schedule. This partnership would be bilateral in make-up and participation would be totally voluntary. Any cost associated with effectuating this partnership will be agreed to by both parties and will be shared equally with no change in contract price.

PRINCIPAL CONTRACTING OFFICER

The Contracting Officer who signs this contract will be the Principal Contracting Officer for this contract. However, any Contracting Officer assigned to the Fort Worth District, contracting within his or her authority, may take formal action on this contract when a contract action needs to be taken and the Principal Contracting Officer is unavailable.

FAR PROVISIONS

52.203-2 Certificate of Independent Price Determination. (Apr 1985)

- (a) The offeror certifies that-
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
 - (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory-
- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or
 - (2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision _____ *[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization]*;
 - (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and
 - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.
- (c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.
- (End of provision)

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. (Apr 1991)

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989-
- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

- (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
- (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.
- (End of provision)

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 99)

(a) Contractor identification is essential for complying with statutory contract reporting requirements. Therefore, the offeror is requested to enter, in the block with its name and address on the Standard Form 33 or similar document, the annotation "DUNS" followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@dnb.com.

(End of provision)

252.204-7001 Commercial and Government Entity (CAGE) Code Reporting. (AUG 1999)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will—

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

52.211-6 Brand Name or Equal (Aug 1999)

(a) If an item in this solicitation is identified as "brand name or equal," the purchase description reflects the characteristics and level of quality that will satisfy the Government's needs. The salient physical, functional, or performance characteristics that "equal" products must meet are specified in the solicitation.

(b) To be considered for award, offers of "equal" products, including "equal" products of the brand name manufacturer, must—

(1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;

(2) Clearly identify the item by—

(i) Brand name, if any; and

(ii) Make or model number;

(3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and

(4) Clearly describe any modifications the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.

(c) The Contracting Officer will evaluate "equal" products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.

(d) Unless the offeror clearly indicates in its offer that the product being offered is an "equal" product, the offeror shall provide the brand name product referenced in the solicitation.

(End of provision)

52.211-14 Notice of Priority Rating for National Defense Use. (Sept 1990)

Any contract awarded as a result of this solicitation will be **DO** rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. [*Contracting Officer check appropriate box.*]

(End of provision)

52.0211-0002 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (DEC 1999)

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained--

(a) From the ASSIST database via the Internet at <http://assist.daps.mil>; or

(b) By submitting a request to the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of provision)

52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(End of provision)

52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(End of provision)

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (MAY 2001)

(a) Definitions. As used in this provision--

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

In writing, writing, or written means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time

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00100-6

Indefinite Delivery/Indefinite Quantity

Construction/Services

Corpus Christi Army Depot

Corpus Christi, Texas

specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

- (4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) The Government may disclose the following information in postaward debriefings to other offerors:
- (i) The overall evaluated cost or price and technical rating of the successful offeror;
 - (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
 - (iii) A summary of the rationale for award; and
 - (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(End of provision)

Cost or Pricing Data or Information Other Than Cost or Pricing Data. (Oct 1997)

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Commercial item exception.* For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include-

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), *e.g.*, wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for cost or pricing data.* If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **firm-fixed priced Design/Construction contract** resulting from this solicitation.

(End of clause)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

(a) Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(b) The Government may reject an offer as nonresponsive if it is materially unbalanced as to prices for the basic requirement and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices that are significantly overstated for other work.

(End of provision)

52.225-12 Notice of Buy American Act/Balance of Payments Program Requirement-Construction Materials under Trade Agreements. (Feb 2000)

(a) *Definitions.* "Construction material," "designated country construction material," "domestic construction material," "foreign construction material," and "NAFTA country construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act-Balance of Payments Program-Construction Materials under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) *Requests for determination of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act or Balance of Payments Program should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act or Balance of Payments Program before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) *Evaluation of offers.*

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act or Balance of Payments Program, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) *Alternate offers.*

(1) When an offer includes foreign construction material, other than designated country or NAFTA country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic, designated country, or NAFTA country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic, designated country, or NAFTA country construction material, and the offeror shall be required to furnish such domestic, designated country, or NAFTA country construction material. An offer based on use of the foreign construction material for which an exception was requested-

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

**US Army Engineer District, Fort Worth
ATTN: CESWF-CT-C
819 Taylor Street/PO Box 17300
Fort Worth, TX 76102-0300**

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors are urged and expected to inspect the site where the work will be performed.

(b) ~~[AM#2] A site visit will be conducted in conjunction with the pre-proposal conference. See Section 00102, PRE-PROPOSAL CONFERENCE/SITE VISITATION, for additional information.~~

(End of Provision)

52.236-28 PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)

(a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including--

(1) Lump sum price;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words "no proposal" in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

The use in this solicitation of any Defense Federal Acquisition Regulation Supplement (DFARS) (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Section 00100)

**SECTION 00110
PROPOSAL SUBMISSION REQUIREMENTS**

1.0 **PROPOSAL.** Offerors shall strictly adhere to the requirements, as set forth in this section, when preparing the proposal to be submitted in response to this request for proposal (RFP).

2.0 **PROPOSAL FORMAT.**

2.1 All proposals shall be submitted in three parts, or volumes. Each volume shall be submitted in a single 3-ring binder labeled as Volume I, ~~[AM#2]Volume I-A,~~ and Volume II. All proposal revisions shall be submitted as page replacements with revised text readily identifiable, e.g. bold face print or underlining. Proposal replacement pages shall be numbered and shall be clearly marked "REVISED", shall show the date of revision, shall be submitted in appropriate number of copies (e.g., if seven (7) copies of the original page was required, then seven (7) copies of the revised page will also be required), and shall be a different color than the original pages they are to replace. **Requirement for Special Marking of Proposal Data** Envelopes or other cover for material submitted in response to this RFP shall be opaque, and must be so presented that they may easily be identified. At a minimum, the outside cover must show:

Destination of Proposal (Street address and room number! DO NOT use Post Office Box)
Name and location of project as described in the RFP documents
Solicitation number
Name and address of Offeror
Volume number

2.1.1 Volume I, Technical Proposal described in Section 00110, "VOLUME I, TECHNICAL PROPOSAL." This shall be clearly marked "**Technical Proposal, RFP No. W9126G-04-R-0029.**" Offeror shall submit an **original and seven (7) copies** of Volume I.

2.1.2 Volume II, Price/cost Proposal, and Preaward Survey Information described in Section 00110, "VOLUME II, PRICES/ COST PROPOSAL AND PREAWARD SURVEY INFORMATION." The package shall be clearly marked "**Prices/Cost Proposal and Preaward Survey Information, RFP No. W9126G-04-R-0029.**" Offeror shall submit an **original and two (2) copies** of Volume II.

2.2 Every binder shall contain: Table of Contents, List of Tables, or Figures (if required), and List of Appendixes. Each page shall be identified with the appropriate page number centered at the bottom of the page. The Table of Contents for each of the proposal volumes/sections shall show the title of the subject matter discussed therein and the page number where the information can be found. In particular, Offeror shall specifically reference the topics addressed in this section (Section 00110) of instructions. The narrative discussions shall be related as to Section 00900, unless otherwise stated. Offeror shall clearly tab all information in the proposal so that it is easy to locate.

2.3 Offeror is cautioned that "parroting" of the RFP requirements with a statement of intent to perform does not reveal the offeror's understanding of the problem or his capability to solve it. The inclusion of "filler" material from previous proposals or commercial applications shall be avoided unless it has a direct application to the objective of this RFP.

3.0 **PROPOSAL CONTENT.** Offerors shall include sufficient details in their proposal, shall present the details in the same order in which they are requested in this section to permit the Government to promptly, completely, and accurately evaluate the proposal from both a technical and management standpoint. Offeror shall identify uncertainties and assumptions within the requirement set forth in this RFP, and Offeror shall provide specific proposals for the resolution of any technical uncertainties and assumptions so identified. The Government will not make assumptions concerning the offeror's intent, capabilities, facilities, or experiences. **Clear identification of the pertinent details shall rest as sole responsibility of the offeror.**

4.0 **PROPOSAL LENGTH.** The Government recognizes that offerors go to considerable expense to prepare proposals for this RFP, so the Government prefers that the proposals be practical. Elaborate format, binders, special reproduction techniques, and the like are not necessary, nor desired. In short, proposals shall completely and adequately address the requirements as stated in the RFP. Proposal technical and management factors, Volume I of the offeror's proposal, **shall not exceed [AM #1] 7 single-sided or 35 double-sided sheets** (excluding subcontractor endorsements-~~[AM #1] and sample project~~). Proposal legibility, clarity, coherence, and the contents will be important. Font size shall be not less than 10 point. Proposal pages shall be 8-1/2 x 11 inches in size; however, if graphics are submitted, Offerors shall reduce them only to the extent legibility is not lost. Offeror shall not submit verbatim sections of the appendices to this RFP as part of their proposal. Offers that violate these rules unnecessarily delay the evaluation process and may be rejected by the Government after the initial evaluation without receiving any further consideration.

5.0 **SUBCONTRACTOR EXPERIENCE/CREDENTIALS.** Subcontractor (A-E, Construction, and Supplier) experience/credentials will be imputed to and evaluated as part of the proposal if they (the subcontractors and their experience) are identified in the proposal **and** if the respective subcontractors have provided the prime contractor with firm written commitments (also included in the proposal) to undertake performance as a subcontractor for the prime contractor under any contract that may be awarded as a result of this RFP. **Positive ratings will not be given for a proposed subcontractor without the written commitment.**

6.0 VOLUME I, TECHNICAL PROPOSAL.

6.1 SUBFACTOR I - Experience, Past Performance, Relationship with Proposed Subcontractors. Offeror shall show experience in various types of construction- related work and capability to do same or similar work.

6.1.1 ELEMENT I - Experience (the type and amounts of work performed). Offeror shall provide a list of the principle types of contract work he/she performed in the following categories as related to Section 00900:

- **SAFETY** - Life safety upgrade, inflammatory gases and substances, industrial safety, industrial hygiene, fire protection, airfield pavements, confined space entry, radioactive and laser operations, hazardous materials, protection of work sites and property, and protection of workers.
- **CIVIL** - Facility site planning and layout, roads, parking areas, storm water, sewage drainage, and master planning.
- **ARCHITECTURAL** - Facilities with functional and aesthetic integrity.
- **ENVIRONMENTAL** - Removal and disposal of asbestos, lead-based paint, underground storage tanks, light's ballast, transformers and other hazardous materials.
- **STRUCTURAL** - Structural engineering for conventional construction, construction materials, computer usage, loading, structural systems, and miscellaneous structural features.
- **INSTRUMENTATION** - Instrumentation for energy monitoring and control systems, direct digital control and fire protection.
- **COMMUNICATION SYSTEMS** - Conventional communication systems and fiber optics.
- **SECURITY** - Facility security systems.
- **ELECTRICAL** - Facility electrical power and service supply, distribution, utilization systems including lighting, power generation, and uninterrupted power supply (UPS).
- **MECHANICAL** - Facility heating, ventilating, and air-conditioning (HVAC), elevators, and plumbing systems.

6.1.1.1 **ELEMENT II - Past Performance** (quality of Offeror's work and how well Offeror performed). Offerors shall provide information that indicates their ability to perform the proposed contract effort. Offeror shall provide information pertaining to no less than three (3) **(to meet the RFP minimum requirements)** or no more than five (5) active/completed (within the last 5 years) Federal, State and local Government, and/or private contracts performed by the Offeror that are **similar in nature to the requirements in the RFP currently being evaluated - i.e., processing a wide variety (construction and services) of multiple task orders simultaneously**. The evaluation will take into account past performance information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement. Offeror **shall explain what aspects** of the previously performed contracts **are relevant to the effort required by this RFP**. CCASS (Construction Contractor Automated reports and ACASS reports will be reviewed and made part of the past performance evaluation. Offeror shall limit this data to two (2) pages per relevant contract, and shall provide information in the following format:

- Company Name (if different from Offeror's name, and Offeror shall explain the circumstance that caused the company name to change)
- Project Manager/Engineer with description of that individual's responsibilities
- Project Title
- Contract Number
- Number of Task Orders issued against the contract. List how many were over \$100,000. List how many were completed on time.
- Contracting Agency (Government or private)
- Description of Effort (Percentage of work performed by the Prime contractor and disciplines of work performed)
- Number and severity of problems encountered, type of any subsequent corrective actions, and the effectiveness of that corrective action(s)
- Overall contract performance record
- Type of Contract (Firm-Fixed Price, Cost-Reimbursement, Incentive, Indefinite Delivery, etc.)

- Period of Performance

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00110-4

IDIQ

CCAD

- Original Contract Dollar Value and Current/Actual Contract Dollar Value
- Original Completion Date and Current/Actual Completion Date
- Name, address, and Telephone Number, Fax Number and E-mail of Administrative Contracting Officer, Ordering Officer and Contracting Officer

Offerors shall list any subcontractors used, shall identify sizes and types of major mechanical, electrical, and utility control systems used, and shall show the Offeror's percentage of participation on each job listed. The list shall indicate the Offeror's experience as a prime contractor. Failure to identify the subcontractors in the proposal shall invalidate their experience/credentials and that invalidated experience/credentials will not be considered or evaluated by the Government. If the Offeror's list of experience was accomplished as a subcontractor, then the percentage (%) of work the Offeror expended (as a subcontractor) on each job shall be shown.

6.1.1.2.1 Customer Satisfaction Surveys: No more than one client satisfaction survey form per project will be evaluated. Offeror shall provide the survey forms at the end of this section (2 pages) directly to the clients offeror desires to use as references. To be considered, the client satisfaction forms must be **completed by the client** and **mailed by the client directly to the Contracting Officer** to arrive by 4:00 p.m. Central Time on the date established for receipt of proposal. Client satisfaction surveys submitted directly by the offeror will **not** be considered.

6.1.1.2.2 In the Past Performance section of offeror's proposal, offeror shall give the name, phone number, fax number, and e-mail address of each individual the offeror has requested to complete a Client Satisfaction Survey.

FIRMS LACKING RELEVANT PAST PERFORMANCE HISTORY WILL NOT BE EVALUATED FAVORABLY OR UNFAVORABLY ON PAST PERFORMANCE.

6.1.1.3 ELEMENT III – Relationship with Proposed Subcontractors. Offerors shall identify and describe the services of their proposed subcontractors (making reference to the list of principle types of work in paragraph 6.1.1.1) and shall provide their rationale for selecting those subcontractors. In addition, briefly explain any past working relationships with any of your proposed subcontractor located near the Corpus Christi Army Depot. A-E, Construction, and Supply subcontractor's experience/credentials will be entered into and evaluated as part of this one element if the subcontractors are identified in the proposal, and the proposal includes a written commitment from each subcontractor to undertake performance under any resultant contract. Failure to provide a valid commitment between the prime contractor and the subcontractor shall invalidate the corporate experience and will not be used as a part of the evaluation of the proposal. Furthermore, the offeror is informed that the list of subcontractors proposed will be binding and become part of any resultant contract.

The prime contractor shall use only the proposed subcontractors in the

performance of this contract. If after award the prime contractor chooses to use a subcontractor that was not proposed and approved for this contract, the prime contractor shall submit the replacement subcontractor's qualifications in writing to the Contracting Officer for approval. In considering the number of A-E firms to propose for this contract, the contractor shall take into consideration the large realm of work anticipated to ensure that sufficient capable firms are committed. The A-E firms will be required to submit their qualifications demonstrating experience as it relates to the type of work anticipated under this contract

6.1.2 SUBFACTOR II - Technical Approach.

The technical approach shall address the items in Section 00900 being sure to include the nature of the requirement as understood by the offeror; recognition of critical areas of the requirement; and proposed methods of accomplishing the requirement. **Volume I shall include Offeror's approach to acquisition of labor, resources, materials, facilities, software, and equipment and description of same to be used in accomplishing the requirements of Section 00900.**

6.1.2.1 ELEMENT III – Decision Capability Level of Response. It is essential that the offeror demonstrate his capability to be able to maintain an individual with decision-making capability at the work areas as to provide rapid response for submitting a proposal/technical information for individual task orders. Offerors shall show this by documenting the time it would take their firm to submit the required proposal/technical information from the receipt of an RFP for a task order; the time it would take their firm to submit a site survey report; the time it would take their firm to provide a work plan; and the time it would take their firm to submit an acceptable price proposal on a task order. The level of effort of the request for proposals is broken down as follows:

- Small Effort - total amount of order estimated to be less than \$100,000.
- Medium Effort - total amount of order estimated to be between \$100,000 and \$500,000.
- Large Effort - total amount of the order estimated over \$500,000

6.2 MANAGEMENT FACTOR.

6.2.1 **SUBFACTOR I - Organization and Personnel Qualifications.** Offeror shall furnish an organization chart depicting the management structure proposed for the RFP and any resulting contract. The management techniques and controls that shall be implemented to assure a rationale for subcontracting and the control of subcontractors shall also be provided. Offeror's organization shall show supervision and quality control during all phases of work. Offeror shall identify the principal program personnel as outlined in Section 00900, RESPONSIBILITIES, with their areas of responsibility and relationship with the management structure. Qualifications of the principal program personnel (i.e., ***Program Manager,, Project Manager, Cost Estimator, Quality Control Manager***) shall be provided in resume format. Offeror shall have personnel of suitable background and experience to assure that all of the anticipated disciplines required in the RFP and proposed contract are represented. Offeror's identification and commitment of key personnel to this contract will be evaluated. For all key personnel proposed, Offeror shall show if the employees will be employed full or part time, if they will be located on site or not, if they will have single or dual function responsibility(ies) and what those responsibilities will be. Offeror shall obtain firm written commitments to work for the Offeror on any contract that results from this RFP, from all of his/her key employees. Offeror shall provide the firm written commitments with their initial proposal. The prime contractor shall use only the proposed Personnel in the performance of this contract. **If after award the prime contractor chooses to use Personnel that was not proposed and approved for this contract, the prime contractor shall submit the replacement Personnel's qualifications in writing to the Contracting Officer for approval.**

6.2.2 **SUBFACTOR II - Corporate Experience & Support.** Offeror shall demonstrate related corporate support. Corporate support is defined as the proven ability to provide resources from other parts of the corporation for unusual needs such as increased workload in a compressed time frame. Offeror shall document any criteria or experience (i.e., warranty program) that uniquely qualifies the offeror to fulfill the proposed contract successfully. Offeror shall provide a company resource chart that includes the following information:

- The number of personnel employed, also give breakdown of each discipline
- A description of related experience (as stated in Section 00900)
- A detailed plan of what work will be subcontracted out and how that work will be managed.

6.2.3 SUBFACTOR III - SMALL DISADVANTAGED BUSINESS (SDB) UTILIZATION PLAN

ALL Offerors shall submit an SDB Utilization Plan, to include the following information:

- Identification of each SDB concern proposed and the work each is to perform(See NOTE below regarding SDB certification)
- Targets expressed in dollars and percentages representing each SDB concern's participation of the total contract value.
- Total target value of all SDB participation, expressed in dollars and percentages, of the total contract value.

The offeror is put on notice that any targets represented in a submitted proposal will be incorporated into and become part of any resulting contract.

NOTE: All proposed SDB concerns must be SBA-certified in PRO-Net. SBA concerns can register in PRO-Net on the Internet at the following address: <http://pronet.sba.gov>.

7.0 VOLUME II, PRICE/COST PROPOSAL and PREAWARD SURVEY

INFORMATION. This volume shall consist of the price/cost proposal and Preaward Survey information, and shall conform to the requirements set forth in this section.

7.1 PRICE/COST PROPOSAL.

7.1.1 **Offerors** shall submit their price/cost proposal (an original plus two (2) copies) with a completed Standard Form 1442, SOLICITATION, OFFER, AND AWARD; Section 00010, SUPPLIES OR SERVICES AND PRICES/COSTS; Section 00600, REPRESENTATIONS & CERTIFICATIONS; Section 00500, Standard Form 24, BID BOND, and any additional documentation to explain and support the price proposed.

7.1.2 Additional cost and price support documentation shall include a breakout of the following: ~~[AM#2] cost for the sample task order. All information submitted shall support the price proposed of the sample task order and shall be presented in sufficient detail to clearly establish the relationship of the information provided to the price proposed.~~

7.1.2.1 **Direct Labor.** Offeror shall show each discipline/job classification proposed, the number of employees in each discipline/classification, the number of hours the Offeror plans to work each individual per week, the direct labor rate per hour and the fringe benefit rate per hour for each individual proposed. Offerors are reminded that they shall at least pay their non-professional employees the rates shown on the U.S. Department of Labor Wage Rate Determination(s) for services/General Wage Decision(s) for construction. Applicable wage determination(s)/ decision(s) are included in this RFP.

If Offeror does not use the wage rate classifications (job titles, disciplines) shown on the Wage

Rate Determinations/Decisions in this RFP, Offeror shall provide with their proposal a "stratification" of the wage classification and rate proposed. For example: If the employee proposed has "dual-hat" responsibilities, Offeror may want to combine two (2) of the disciplines/job classifications shown on the Wage Rate Determinations/Decisions and "stratify" the two (2) respective hourly rates (based upon the amount of time the employee will spend working in each discipline/job classification) into one (1) hourly rate that is more commensurate with the combined responsibilities. Offeror's stratification shall include the Offeror's calculations and narrative explanations for those calculations showing how and why the proposed "stratified" rates were derived.

7.1.2.2 **Indirect Expenses (Overhead).** Offeror shall show overhead rate proposed, method of calculating that rate, and shall itemize the various costs included in the "base" for that rate. Narrative explanations shall accompany all cost/calculations as necessary to clearly explain how the Offeror arrived at the rate and costs proposed.

7.1.2.3 ~~[AM#2] **Material and Equipment.** Offeror shall list in the proposal all material and equipment proposed by item description, make and model number of equipment, quantity, and cost for each item listed.~~

7.1.2.4 ~~[AM#2] **Subcontracts.** Offeror shall list all subcontracts by subcontractor name, type of service/construction/supplies to be subcontracted, and cost of each.~~

7.1.2.5 **General and Administrative (G&A).** Offeror shall show the G&A rate proposed, explain (numerically and narratively) how the Offeror calculated that rate, and list all of the costs that are included in the "base" for that rate.

7.1.2.6 **Profit.** Offeror shall show profit rate proposed and provide rationale for that rate. If Offeror has some concerns about performing the work described in this RFP, Offeror shall list those concerns (real or perceived risks) that support the profit rate proposed.

7.1.3 Information required in Section 00010, LABOR, is not intended to be restrictive. Offeror is encouraged to submit any other cost or financial information that may be helpful in the understanding and evaluation of his cost proposal; however, superfluous or elaborate documents are not desired. Offeror shall agree that authorized Government representatives may have access to applicable accounting and estimating documents and records not submitted with the proposal, if required to complete evaluation of cost proposal.

7.1.4 All information pertaining to any costs associated with the line items contained in the Bid Schedule (Section 00010) shall be confined to Volume II. **Offeror shall not include any cost information in any other Volume of their proposal except Volume II.**

7.2 PREAWARD SURVEY INFORMATION.

Offerors shall submit all preaward survey information in Volume II.

NOTE: Offerors shall notify their bank/suppliers that the Corps of Engineers may contact them, and shall authorize the bank/suppliers to release the following information regarding the Offeror's account. If a written authorization is required by their bank, Offerors shall provide that authorization with their proposal.

- Name and telephone number of bank's point of contact
- Number of years business has been conducted with each bank
- Types of open accounts (checking, loans, etc.)
- Balance of current accounts (the banks will provide a "range of figures" for this information, such as, medium five-figures range)
- Means by which loans are secured and if paid as agreed
- Point of contact and telephone number of three (3) different suppliers

(End of Section 00110)

ATTACHED at end of this Section 00110:

1. Sample Transmittal Letter (1 page)
2. Past Performance Evaluation Questionnaire (5 pages)